

Gig Harbor City Council Meeting

**May 28, 2013
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 28, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 13, 2013.
2. Liquor License Action: a) Renewals: Target, Puerto Vallarta, Round Table Pizza, and Julep Nail Parlor; b) Application: Lunchbox Laboratory.
3. Receive and File: a) Tacoma Narrows Airport Advisory Commission Meeting Summary Mar 14, 2013; b) Planning/Building Committee Minutes May 13, 2013; c) Planning Commission Minutes May 2, 2013.
4. Re-appointments to the Building Code Advisory Board.
5. Critical Area Review Consultant Services Contract – Grette Associates.
6. 2013 Asbestos Cement Water Main Replacement Project – Construction Contract Award.
7. Approval of Payment of Bills May 28, 2013: Checks #72538 through #72658 in the amount of \$488,914.42.

OLD BUSINESS:

1. Second Reading of Ordinance – Interim Regulations on Food Trucks.

NEW BUSINESS:

1. West Central Puget Sound Local Integrating Organization – Appointment of an Alternate Representative.

STAFF REPORT:

Right of Way Proposal along North Harborview Drive.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint Council / Planning Commission Worksession: Mon. Jun 3rd at 5:30 p.m.
2. Parks Commission – Wed. Jun 5 at 5:30 p.m.
3. Operations Committee: Thu. Jun 20th at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – May 13, 2013

PRESENT: Councilmembers Ekberg, Young, Perrow, Malich, Payne, Kadzik, and Mayor Hunter. Councilmember Guernsey was absent.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Apr. 22, 2013.
2. Liquor License Action: a) Special Occasion Liquor License – Coastal Heritage Alliance; b) Special Occasion Liquor License – Gig Harbor Canoe and Kayak Club.
3. Receive and File: a) Finance – Quarterly Report; b) Planning Commission Minutes: Feb. 21, 2013, Mar. 7, 2013, Mar. 21, 2013, Apr. 4, 2013, Apr. 11, 2013, and Apr. 18, 2013; c) Council Workstudy Minutes Apr. 22, 2013; d) Parks Commission Minutes Apr. 3, 2013; e) Lodging Tax Advisory Committee Minutes Apr. 25, 2013.
4. Appointment to Lodging Tax Advisory Committee.
5. Resolution No. 929 – Surplus Vehicles and Equipment.
6. Donkey Creek Restoration and Transportation Project – Pierce County Conservation District Green Partnership Fund Grant Agreement.
7. Resolution No. 930 – Maritime Pier Pump-out Sole Source Purchase.
8. Amendment to Agreement for Attorney Services, William Joyce.
9. Approval of Payment of Bills May 13, 2013: Checks #72390 through #72537 in the amount of \$1,336,699.78.
10. Approval of Payroll for the Month of April: Checks #6959 through #6968 and direct deposits in the total amount of \$337,340.16.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Perrow – unanimously approved.

OLD BUSINESS: None.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Interim Regulations on Food Trucks. Senior Planner Lindsey Sehmel presented the background information for this ordinance that would allow food trucks within the city on a temporary, one year basis.

Mayor Hunter opened the public hearing at 5:35 p.m. No one came forward to speak and the public hearing closed.

Ms. Sehmel addressed Council's questions and concerns submitted in an e-mail from Steven Lynn. She explained that the ordinance was drafted with simplicity to allow the process to be evaluated until the end of the year. If a permanent ordinance comes

before Council all the issues and concerns will be more thoroughly addressed before final adoption.

Angela Belbeck explained that the public testimony on this temporary ordinance has concluded, but when a permanent ordinance proceeds there will be plenty of time for more public input.

This will return for a second reading at the next meeting.

2. Arts Commission Request for Public Art at Bogue Viewing Platform. Lita Dawn Stanton, Special Projects and Historic Preservationist, presented this request to use a portion of the Gig Harbor Arts Commission capital budget for the acquisition of public art. The proposed piece would honor the community's Scandinavian heritage and would be located at the Bogue Viewing Platform. She then addressed Council's questions.

Councilmember Ekberg commented that this is a great project that has been on hold for quite a while. He also explained that the former Mayor Ruth Bogue passed away last Friday and so this is an appropriate time for this project to move forward.

MOTION: Move to authorize the Gig Harbor Arts Commission Public Art Project at the Bogue Viewing Platform in an amount not to exceed \$25,000.
Ekberg / Malich – unanimously approved.

STAFF REPORT: None.

PUBLIC COMMENT:

Wade Perrow – 9109 No. Harborview Drive. Mr. Perrow said he is pleased with the progression of the Donkey Creek Restoration Project. He asked if more could be done to complete that end of the bay by changing the existing property lines to allow on-street parking and wider sidewalks along his property to connect with the Donkey Creek improvements. He said he would be willing to trade or dedicate property to the city in exchange for an opportunity to redevelop or make improvements to the existing building on his adjacent site. He explained that currently there are regulatory restrictions prohibiting him from making improvements to the site that he feels better fit the vision of the downtown waterfront.

Mayor Hunter asked whether it was appropriate to have a discussion about this proposal. City Attorney Angela Belbeck responded that currently there isn't enough information to make a decision and a dispute between the surveyors will need to be resolved. She said that both engineering and planning staff is working with one of her colleagues to see if there is some way to make this work.

Mr. Perrow said that the challenge is that when Donkey Creek is daylighted it would take away all his property rights as it will be designated a wetland. He further explained

that the existing building is non-conforming. He said that he wants to invest the money to make this end of the harbor something special, but it can't be done without the help of the city council because it is a regulatory vortex, according to the Planning Department.

Planning Director Jennifer Kester explained that this is a difficult site due to the layers of regulatory zoning, but there are opportunities. She said that there have been pre-application meetings with Mr. Perrow's consultants to explain this, and suggested that council call either her or Peter Katich to go over the possibilities that have been discussed.

Councilmember Young asked that staff address whether Burnham Street end affects the boundary lines. Ms. Belbeck assured him that this is being considered. He then said that the larger issue is the layers of regulation that cause downtown development to be difficult. He voiced support of a suggestion by Mr. Perrow to hire a consultant to take a look at the code to address unintended consequences.

Ms. Kester then addressed a question on timing by explaining that most of the constraints on this site are environmental and related to our critical areas ordinance and shoreline regulations. There is a timing issue due to Mr. Perrow's desire to submit an application before the stream critical area regulations are in effect when Donkey Creek is opened. She said that the Planning Commission is presenting information on code flexibility and vision for the downtown area at the joint worksession on June 3rd and suggested that if Council would like a consultant to work on these issues, a recommendation could be made after hearing the Planning Commission presentation. She further assured Council that Peter Katich is working with engineering and the attorney's office to address Mr. Perrow's concerns and hopes to have a resolution; she added that they are well aware of the deadlines. She stressed that the most difficult issue for this site are the critical area regulations which staff doesn't have the ability to bring forward a recommendation for change. She said that the Planning Commission continues to work on the uses, building heights, and buffers.

Staff was asked to have more information in response to Mr. Perrow's proposed land exchange at the next meeting.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Ekberg shared the highlights from the meeting regarding the 2015 US Open at Chambers Bay last week: 1) they will be looking for other jurisdictions' assistance, i.e. police and staff support; 2) they will bring in national providers who erect 300,000 square feet of usable space and understand such issues as transportation and hotel needs; 3) they are hoping for bad weather because it's a "links" course; 4) television networks like the course because there's only one tree; and 5) it was suggested that local businesses may want to give discounts to volunteers in order to get their name out there. He said that the group seems to be raring to go.

Councilmember Payne introduced Lindsey Munson, newest member of the Lodging Tax Advisory Committee.

Councilmember Kadzik announced that he would be out of town and would miss the next council meeting of the 28th.

Councilmember Malich said that he attended the latest Tacoma Narrows Airport Committee meeting. He said he wonders if it is useful for the city to be represented on this committee. Mayor Hunter stressed the importance of keeping in the loop with this group. Councilmember Malich then said he had attended the latest Flood Control District meeting in Councilmember Payne's absence. He suggested that he would need an official letter of appointment to serve in lieu of Councilmember Payne. The two discussed the possibility of switching representation on the two committees.

Councilmember Young reported that Pierce Transit passed a management restructuring plan. He said that they are still working on a temporary downtown shuttle.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. May 16th at 3:00 p.m.
2. Civic Center Closed for Memorial Day – Mon. May 27th
3. Boards and Commission Candidate Review: Tue. May 28th at 4:30 p.m.
4. City Council: **Tue. May 28th** at 5:30 p.m. (due to holiday)
5. Joint Council / Planning Commission Worksession: Mon. Jun 3rd at 5:30 p.m.

ADJOURN TO JOINT COUNCIL / LODGING TAX ADVISORY COMMITTEE
WORKSTUDY SESSION:

MOTION: Move to adjourn at 6:20 p.m.
Kadzik / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1014

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TARGET CORPORATION	TARGET STORE T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 7891	087016	GROCERY STORE - BEER/WINE SPIRITS RETAILER
2. ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3. WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE
4. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT FOSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 2b

Page 1 of 1

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 5/16/13

UBI: 603-286-093-001-0001

License: 411227 - 1U County: 27
Tradenname: LUNCHBOX LABORATORY GIG HARBOR
Loc Addr: 4901 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1841

Mail Addr: 7200 E GREEN LAKE DR N
SEATTLE WA 98115-5302

Phone No.: 206-588-4760 JOHN SCHMIDT

APPLICANTS:
LUNCHBOX LABORATORY GIG HARBOR LLC
SCHMIDT, JOHN B 1965-08-05
SCHMIDT, AMANDA M (Spouse) 1976-06-14
SHAIN, CONSTANCE BATTE (Spouse) 1947-10-25
MOLZAHN, STACI ANN 1977-08-28

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



TACOMA NARROWS AIRPORT ADVISORY COMMISSION

MEETING SUMMARY

March 14, 2013

The regular meeting of the Pierce County Tacoma Narrows Airport Advisory Commission (TNAAC) was held on Thursday, March 14, 2013 from 6:30 to 8:30 PM. The meeting was held at Goodman Middle School, Commons, located at 3701 38th Avenue NW, Gig Harbor, WA 98335.

- I. **Chair Roger Gruener called the meeting to order at 6:32 p.m. and welcomed all attendees.**
- II. **Commission members, County staff, and guests introduced themselves.**

TNAAC Voting Members Present:

Roger Gruener	Bill Sehmel
Hal Cline	Brian Durham
Dennis Cunneen	Laura Fox
Beckie Krantz	Terry Lee
Brad Pattison	

TNAAC Non-Voting Members Present:

Deb Wallace, Airport and Ferry Administrator
Ken Malich, City of Gig Harbor

Pierce County Staff Present:

Jay Simons, Operations and Maintenance Supervisor
Warren Hendrickson, Aviation and Ferry Planner

Visitors:

Stacey Holman	Tom Curran
Ron Greenlee	Andy Hirschberger
Jim Griffith	Shawn Faulkner
Al Abbott	Jason Faulkner
Don Veal	Al Hurst
Michele Veal	Bonnie Malgarini

III. Approval of Prior Meeting Summary

Motion to approve the January 10, 2013 Meeting Summary by: Laura Fox
Seconded by: Hal Cline
Approved unanimously.

IV. Visitors and Petitions

Based on concerns expressed by a few visitors, the following comments were offered by the TNAAC:

1. Two existing documents prohibit runway extension.
 - a) The Conditional Use Permit for the Stone Drive Tunnel
 - b) Gig Harbor Peninsula Community Plan



Both documents can be amended through a public process.

2. Airport Development: Cannot be a covert process; must be a public, community-based process.

V. Noise Abatement Procedure Development – Guest: Sharyn Parker, Noise Officer/Sound Insulation Project Manager, King County International Airport

Boeing Field (BFI) issues differ considerably from those of the Tacoma Narrows Airport. BFI has placed major emphasis on effective noise abatement.

Ms. Parker's role is sound insulation of homes for noise abatement purposes following FAA noise mitigation.

Noise contours are very difficult to understand and are a very complex subject. Only homes within certain noise parameters are eligible for sound insulation improvements.

Boeing Field (BFI) went from 8000 complaints from a few years ago to 107 in 2012.

A pilot resource working group established new procedures to mitigate noise impact.

- Public outreach
- Website
- Brochures with large font and graphics
- Handouts available (sized to match pilot charts)
- Procedures are voluntary

The key message and transparency:

- The FAA regulates airspace and airports.
- All airports must be open to all users.
- Make the information available to all.

Funding: 90% federal, 10% Boeing Field

- FAA funding is not tax revenue. It is based on user fees (passenger taxes, fuel taxes, etc.)

General comment in response to question:

- Noise regulations are based on federal law, passed by Congress, and implemented by the FAA.

Specific comments regarding TIW:

- TIW noise contours are in current master plan.
- Operational levels are too low to support any formal noise insulation program (per FAA).

VI. Pierce County Staff Reports

- **Deb Wallace**

- a. Budget/Grants – Standing Report:
Distributed budget information

- b. Northwest Aviation Trade Show & Conference:

- Business forum day a great success.
- Thank you to Dennis Cuneen and Laura Fox for staffing the booth.
- Had extra space, double-wide booth.
- 125 surveys received.
- Suggestion: Create a “restaurant passport” with other airports.

- c. Recognition:

- On March 16th, the Pierce County Executive will present the 2013 Outstanding Volunteer to Dennis Cuneen for exceptional support of Tacoma Narrows Airport and Pierce County.
- Deb thanked the TNAAC for their excellent work.
- Jay Simons and Don Woodcock, Airport and Ferry Division Staff, recently received recognition from Surface Water Management for their superior efforts.

- d. Sequestration Potential Impact: FAA Control Tower Closure

Received letter from FAA advising Pierce County that the FAA Control Tower may be subject to closure. The final list will be published on March 18, 2013.

Warren discussed the value of the TIW Tower:

- Mix of traffic at TIW is effectively controlled.
- Through flights and overflights are actively separated from pattern traffic.
- No budget impact either way on County (100% FAA funded).
- May lose some traffic – some operators may choose to land at towered airports.
- Flight training will suffer, since student pilots must receive training at towered airports.

- Tower services will be lost: Instrument departure clearances, emergency handling, and guiding transient aircraft to parking.
- Pierce County could take over the financial responsibility for the tower, but does not currently have the budgetary funding to do so.

- **Jay Simons**

- a. Operations and Maintenance Report:

- Segmented circle done. Will be painted soon.
 - Temporary ditch in Runway 17 safety area now filled in.
 - Hangar doors will be repaired soon.
 - Fire station will be leased, so all county shop materials will be moved to the Pioneer Building.
 - Spoilers Inc. moving from HeliTrak to Fire Station.
 - HeliTrak will now be leasing their entire building.

- **Warren Hendrickson**

- TIW Master Plan Update
 - Current Inventory and Forecasts are the next topics on the agenda.
 - Compass Rose Update
 - The 99s and the TIW Aviation Exploring Post will join forces in July or August to install the Compass Rose.
 - Consultant WHPacific will assist in determining a specific location.
 - Tree obstructions affecting both the ILS and NDB approaches have been removed.
 - Tower impact on construction
 - The Runway 17/35 Rehabilitation Project was not predicated or dependent on the presence of the control tower.
 - The loss of the tower does however add to the mix of changes pilots will face as construction gets underway.
 - Memorial service
 - Local pilot Don Cochrane's memorial service was conducted March 2nd at the Corporate Hangar. Over 200 people attended.
 - The family expressed deep appreciation to Pierce County for supporting the service.

VII. Commission Reports

Friends of Tacoma Narrows Airport (FOTNA) held their first meeting last week.

- New members include Terry Lee, Mark Bakken, and Ken Grassi.
- The organization is getting itself established.
- As a 501 (c) (3), it will operate under the umbrella of the Gig Harbor Foundation to lessen the administrative burden.
- The first goals will be to establish a play area and improve the airport entrance.

VIII. New Business

- a) Sequestration – covered under “Staff Reports”
- b) July TNAAC Meeting Date conflicts with the Arlington Fly-in. The July TNAAC meeting will be changed from Thursday, July 11th to Wednesday, July 10th.
- c) Retreat Date: Possibly in the fall.
- d) Restaurant? Waiting to hear back from potential vendors.
- e) Positive comments expressed regarding Sharyn Parker’s presentation.

IX. Confirmation of Action Items

- a) Sound system needed for future TNAAC meetings.
- b) Add contact information to agenda for additional input (for TNAAC, TIW Master Plan Update, or any other input)

X. Meeting Adjourned at 8:27 PM

Next Meeting:

Date: Thursday, May 9, 2013
Time: 6:30 – 8:30 p.m.
Location: Goodman Middle School
Commons Area
3701 38th Ave NW
Gig Harbor, WA 98335



CITY OF GIG HARBOR
PLANNING AND BUILDING
COMMITTEE MEETING - MINUTES

DATE of MEETING: May 6, 2013
TIME: 5:15 pm
LOCATION: Planning/Building Conference Room
MEMBERS PRESENT: Councilmembers Kadzik, Perrow
STAFF PRESENT: Jennifer Kester, Dennis Troy, Peter Katich and Lindsey Sehmel

1. Potential Code Amendment – Allowing Model Homes

Associate Planner Dennis Troy went over the report he had prepared proposing a code amendment for administrative approval of model homes. He noted that they were proposing direct consideration from the City Council. The councilmembers were supportive of the proposal. Staff to take request to Planning Commission for concurrence on direct consideration. The committee decided that they did not need to see the draft model homes ordinance before it goes to the full Council.

2. Update on Downtown Code Amendments

Ms. Kester went over the 4-step Harbor Vision initiative and the proposed amendments to come out step 2, short term zoning code amendments to provide flexibility downtown within the existing historic character. The Planning Commission has developed four proposed code amendments. Ms. Kester passed out a packet describing these amendments. Mr. Kadzik asked about the area around the Harbor Landing Mall and how the proposed DB height increase would affect the homes behind that building. Ms. Kester noted that this was the only area of the DB that would have an impact on the surrounding homes. She said she would provide cross sections illustrating the change when the recommendation goes to the City Council. Discussion followed on the residential height amendments and how to illustrate the proposed change. Ms. Kester also went over the amendments that the Planning Commission chose not to address at this time due to their complicated nature or that they would be addressed as part of the Harbor Vision.

Ms. Kester stated that the Planning Commission had suggested a joint meeting with the City Council to present the proposed amendments. Mr. Kadzik voiced his support for a joint meeting.

Ms. Kester went over the public comments that had been received.

Discussion continued on possible dates for a joint meeting.

The meeting was adjourned at 6:00 p.m.

City of Gig Harbor Planning Commission
Work Study Session
Civic Center
May 2, 2013
5:00 pm

PRESENT: Harris Atkins, Bill Coughlin, Jim Pasin, Rick Gagliano and Reid Ekberg. Craig Baldwin and Pam Peterson were absent

STAFF PRESENT: Staff: Lindsey Sehmel, Jennifer Kester and Lita Dawn Stanton

Doug Sorenson was present as a member of the public.

5:00 p.m. - Call to order, roll call

Approval of minutes

MOTION: Move to approve the minutes of April 11, 2013 as written.
Ekberg/Coughlin – Motion carried.

Mr. Coughlin noted that he was not present at the meeting of April 18, 2013.
MOTION: Move to approve the minutes of April 18, 2013 as amended.
Ekberg/Coughlin – Motion carried.

WORK-STUDY SESSION

1. **Downtown Building Height Amendments** – Review final written recommendation based on discussion at April 18, 2013 meeting.

Mr. Atkins proposed that if anyone had any edits that needed to be made that they address those first before any substantive amendments. Ms. Kester went over the changes she had made to recommendation as a result of the previous meeting.

MOTION: Move to recommend approval of the downtown building height amendments and authorize the chair to sign the notice of recommendation.
Ekberg/Gagliano

Mr. Ekberg asked about the existing requirements for balustrades. Ms. Kester went over the requirements. He noted that adding a balustrade to the allowed height is visually a much bigger building and suggested that perhaps there could be a requirement to step it back a couple of feet. Mr. Gagliano pointed out that there is a requirement for 60% transparency. Discussion followed on how it could be worded to require a step back. It was decided to add the last sentence "Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of the perimeter cornice are not included in the elevation provided the safety rails meet the minimum design requirements of balustrades GHMC 17.99.540(B) and provide a

minimum of 60% transparency”

Move to amend the motion to include the language as stated. Ekberg/Pasin – Motion carried unanimously.

Ms. Kester pointed out a grammatical editorial change she would be making.

Mr. Gagliano asked if there was any support from the other Planning Commission members to add some language regarding additional height for a pitched roof. Everyone agreed that there would be an opportunity during the visioning process to further analyze the benefits of that proposal.

Mr. Coughlin asked about what happened to the idea of averaging. Ms. Kester explained that although the word averaging isn't used, the amendment represents averaging of height.

Ms. Kester read the motion and the chair called for the question.

Motion carried with 3 in favor and Mr. Gagliano in opposition with the Chair voicing his support of the motion. Mr. Gagliano noted that he was only expressing, via his opposition; his desire to have a smaller area delineated for this proposal and add the pitched roof proposal.

2. **Residential Building Height and Front Setback along the Waterside of Harborview and North Harborview Drive** – Deliberation on proposed amendments, based upon comments received at public hearing held April 11, 2013.

Everyone took a few minutes to read the recommendation and identify any necessary edits. Mr. Coughlin noted that on page 2 number 9, he didn't see that the majority agreed. It was decided to remove the phrase “majority of the”. Ms. Stanton noted that in number 8 it should say “mitigate” rather than “mitigation”. In Mr. Pasin wondered that in number 5 he didn't really like the phrase “to be taller”. Mr. Atkins suggested changing the wording. It was decided to change the wording to say “will allow new homes to be located closer to the sidewalk and bring entries closer to the street level to better match the historic streetscape”. Mr. Ekberg asked about the zones referenced on page 3. Ms. Kester explained that this was only applicable to waterfront zones and noted that residences within the WC zone abutting DB would fall under the previous amendment for that area.

Move to adopt as edited and authorize the chairman to sign the recommendation. Gagliano/Coughlin – Motion carried unanimously.

OTHER BUSINESS

Ms. Kester distributed a letter she had drafted as a summary of the amendments. She noted that Mr. Gagliano had asked that the commission include this letter in order to let

the City Council know that there were other issues that needed be addressed that were beyond the Planning Commissions scope. Discussion continued and some minor rewording was done to the letter. Ms. Kester said she would make the changes and Mr. Atkins would come in and review it on Tuesday.

Discussion was held on the possibility of holding a joint meeting with the City Council to go over these amendments. Ms. Kester said she would bring it up to the Planning and Building Committee of the City Council.

Ms. Sehmel went over the upcoming meetings and the comprehensive plan amendment discussion to be held at that meeting. She then gave the commission an update on the interim ordinance for food trucks.

Mr. Gagliano gave a brief update of the project that he and Darrin Filand were doing with the high school students using Google sketch up. He suggested that when the students do the downtown area perhaps the topography could be added in order to create an accurate model. He noted that the city will have a full 3D digital model of the city as a result of these volunteers and funding received from several civic organizations.

Adjournment

MOTION: Move to adjourn. – Pasin/Ekberg. Motion carried.



Business of the City Council
City of Gig Harbor, WA

Subject: RE-APPOINTMENTS TO BUILDING CODE ADVISORY BOARD

Proposed Council Action:

A motion to re-appoint Tom Bates, Mike Bitterling, and Jim Zuzy to the Building Code Advisory Board.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: May 28, 2013

Exhibits:

Initial & Date

Concurred by Mayor:

CLH May 16 2013

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Three members of the Building Code Advisory Board have reached the end of their four-year term. Each has submitted a letter asking to be re-appointed. An ad was placed twice on the city's website asking for other interested parties to submit letter of interest. The only letters received were from the incumbent members.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the Board and Commission Candidate Review Committee.

RECOMMENDATION / MOTION

Move to: Re-appoint Tom Bates, Mike Bitterling, and Jim Zuzy to serve another four-year term on the Building Code Advisory Board.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Critical Area Review Consultant Services Contract – Grette Associates

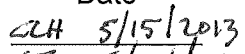
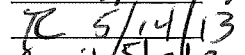
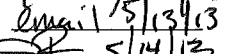
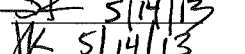
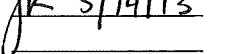
Dept. Origin: Planning

Proposed Council Action: Authorize the Mayor to execute Consultant Services Contract between the City of Gig Harbor and Grette Associates in an amount not to exceed \$100,000.

Prepared by: Jennifer Kester, Planning Director 

For Agenda of: May 28, 2013

Exhibit: Contract with exhibits

	Initial & Date
Concurred by Mayor:	 5/15/2013
Approved by City Administrator:	 5/14/13
Approved as to form by City Atty:	 5/13/13
Approved by Finance Director:	 5/14/13
Approved by Department Head:	 5/14/13

Expenditure Required	Up to \$100,000	Amount Budgeted	N/A – Pass Through	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The City currently does not have an employee with the expertise to review and comment on critical area reports, mitigation plans and monitoring reports submitted in connection with land use permits. Since 2007, the City has contracted with Grette Associates LLC to provide 3rd party review of such reports. Grette Associates LLC is an established company with a local office (Tacoma) that has provided thorough and timely review of critical area reports for projects submitted to the City. They are well versed in the City's codes and work well with the planning staff. The original contract was extended through two amendments, the last of which was in 2009. Due to the time which has passed since the last amendment, a new contract is being proposed on the City's updated contract forms and includes current pricing from Grette Associates LLC. This contract would run through 2015.

FISCAL CONSIDERATION

The contract amount is up to \$100,000. However, project applicants fully fund the review performed by Grette Associates. **As such, there are no costs to the City associated with the work performed by Grette.**

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Consultant Services Contract between the City of Gig Harbor and Grette Associates in an amount not to exceed \$100,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Grette Associates LLC, a limited Liability Company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City's critical area regulations, Chapters 18.08 and 18.10 GHMC, require that various critical area reports submitted by project applicants be reviewed for completeness and consistency with City's ordinances in advance of permit issuance by the Planning Department; and

WHEREAS, the City's critical area regulations further require that project applicants may be required to develop and implement mitigation projects that require monitoring; and

WHEREAS, the City desires that the Consultant perform such report review and monitoring as described herein; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Work**. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates**. The Consultant shall not bill for Consultant's staff positions not identified or listed in

Exhibit B or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** once the City has transmitted a copy of a critical area report to the Consultant for review. This Agreement shall expire on or before December 31, 2015, provided however, that the contract may be extended by agreement of both parties.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. **Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

9. **Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. **City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work

authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Planning Director and the City shall determine the term or provision's true intent or meaning. The City Planning Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Grette Associates LLC
ATTN: Matthew Boyle
2102 North 30th Street
Suite A
Tacoma, WA 98403

City of Gig Harbor
ATTN: Jennifer Kester
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SCOPE OF WORK

1. Critical Area Report Review and Mitigation Monitoring Review
 - a. The Consultant will review Critical Area Reports and Mitigation Monitoring Reports submitted to the City for consistency with the Gig Harbor Municipal Code (18.08 and 18.10).
 - b. As part of the review, the Consultant shall field verify the findings in the reports.
 - c. The Consultants will forward the results of their review and recommendations in written form to the City no later than 30 days from the date of receiving Notice to Proceed from the City.

Exhibit B

SCHEDULE OF RATES

GRETTE ASSOCIATES^{LLC}
BILLING RATES
2013

<u>Title</u>	<u>Rate</u>
Principal	200.00
Associate	145.00
Biologist 5	126.00
Biologist 4	115.00
Biologist 3	105.00
Biologist 2	95.00
Biologist 1	87.00
Environmental Planner I	87.00
Administrative Assistant	72.00
Field Assistant	60.00
Subconsultants	8% MU
Expenses ¹	8% MU
Mileage (per mile)	0.60
Copy Charge (per page)	0.10

¹Includes Narrows Bridge tolls



CERTIFICATE OF LIABILITY INSURANCE

05/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyd & Noyd Ins. Agency, Inc. PO Box 1509 / 500 N. Wenatchee Wenatchee, WA 98807 Michael E. Noyd	Phone: 509-662-2194 Fax: 509-664-6786	CONTACT NAME: Stacia Knudtson PHONE (A/C, No, Ext): 509-662-2194 E-MAIL ADDRESS: stacia@noydins.com	FAX (A/C, No): 509-664-6786
	INSURED Grette Associates LLC 151 S. Worthen St. Suite 101 Wenatchee, WA 98801		INSURER(S) AFFORDING COVERAGE INSURER A : American States Ins. Co/LNW INSURER B : Continental Casualty INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	02CE01973200	08/01/2012	08/01/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		02CE01973200	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 02CE01973200 WA STOP GAP	08/01/2012	08/01/2013	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B	Professional Liab		EEH254072045	08/01/2012	08/01/2013	Per Claim	2,000,000
						Deduct	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is additional insured on the General Liability per form CG7680 (10/02) with regards to work performed by the named insured. 30 days notice of cancellation will be given to the certificate holder with 10 days for non payment of premium.

CERTIFICATE HOLDER CIOFGIG City of Gig Harbor Attn: Jennifer Kester 3510 Grandview Street Gig Harbor, WA 98335	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael E. Noyd
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**Business of the City Council
City of Gig Harbor, WA**

Subject: 2013 Asbestos Cement Water Main Replacement Project – Construction Contract Award

Proposed Council Action:

1. Authorize the Mayor to execute a Public Works Contract with Kar-Vel Construction in an amount not exceed \$2,136,249.15 for the award of Bid Schedules A, B, C, and D from the Project Contract Documents; and
2. Authorize the Public Works Director to approve additional expenditures up to \$80,000 to cover any Public Works Contract change orders; and
3. Authorize the Mayor to execute a Consultant Services Contract with Terracon Consultants, Inc., in an amount not to exceed \$ 25,600 for materials testing associated with the Project Contract Documents; and
4. Authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any Consultant Services Contract cost increases.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: May 28, 2013

Exhibits: Public Works Contract and Consultant Services Contract

	Initial & Date
Concurred by Mayor:	<i>CLH 5/23/13</i>
Approved by City Administrator:	
Approved as to form by City Atty:	<i>VIA EMAIL 5/22/13</i>
Approved by Finance Director:	<i>JL 5/13</i>
Approved by Department Head:	<i>JL 5/23/13</i>

Expenditure Required	\$ 2,243,849.15	Amount Budgeted	\$ 2,550,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This proposed public works contract includes a combination of two water main capital projects identified in the City’s 2013 Budget within Water Capital fund. These projects were bid under the same contract (but on different bid schedules) to receive potentially lower bid prices due to increased volume of work and reduce duplicative contract administration. The two projects include the annual asbestos cement (A/C) water main replacements and the Rosedale Street water main replacement.

In accordance with the City of Gig Harbor Water System Plan, the City programmatically replaces its existing asbestos cement water mains each year as funding is available. In 2012 the City received a “Jobs Act Now” grant through the Washington State Department of Health in the amount of \$2.0 million. With the receipt of this grant the City’s 2013 Budget identifies \$2.0 million to be spent on the 2013 A/C Water Main Replacement Project. The engineering design and permitting has been performed with City staff to maximize the remaining available grant money to be used for replacement of approximately 7,900 LF of water main.

The other proposed capital project is Rosedale Street Water Main Replacement project. This work corrects odd-sized water main connections, replaces approximately 2,000 LF of undersized water main, replaces an undersized pressure reducing valve, and other work in preparation for the Rosedale Street sidewalk and roadway work that will be constructed in summer 2013.

The proposed consultant services contract is for materials testing work respective to the water main construction work.

BID RESULTS

The 2013 Asbestos Cement Water Main Replacement Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for all Bid Schedules (A, B, C, and D) was \$2,400,000. A total of four (4) bid proposals were received by the City of Gig Harbor on May 22, 2013. Bid results from each bidder are summarized below showing a total bid amount for all Bid Schedules, including Washington State sales tax (WSST).

BIDDER	TOTAL BID AMOUNT
1. Kar-Vel Construction	\$ 2,136,249.15
2. Mid-Mountain Construction	\$ 2,211,136.69
3. Titan Earthworks	\$ 2,269,911.14
4. Henderson Partners	\$ 2,446,174.82

FISCAL CONSIDERATION

The 2013 City of Gig Harbor Budget includes funding for this work in the Water Division - Capital budget. The budget summary for this item is provided in the table below. All prices include WSST.

2013 Budget for Water Division – Capital, Objective 5 (A/C Replacements)	\$ 2,000,000
2013 Budget for Water Division – Capital, Objective 7 (Rosedale St)	\$ 550,000
Anticipated 2013 Expenses:	
Consultant Services Contract – Larson & Associates Surveying	(\$ 22,160.00)
Bid Schedule A – Rosedale St (Base Bid)	(\$ 453,888.19)
Bid Schedule B – Woodworth Ave/Mountainview Pl/Ringold St/Peacock Hill Ave/Harborview Pl (Base Bid)	(\$ 823,036.19)
Bid Schedule C – Vernhardson St/Ridgeway Dr (Base Bid)	(\$ 571,328.23)
Bid Schedule D – 96 th St NW (Additive Bid)	(\$ 287,996.54)
Change Order Authority for Public Works Contract	(\$ 80,000.00)
Consultant Services Contract – Terracon Consultants, Inc.	(\$ 25,600.00)
Consultant Services Contract Additional Expenditures.	(\$ 2,000.00)
Remaining 2013 Budget =	\$ 283,990.85

BOARD OR COMMITTEE RECOMMENDATION

This contract work was based on recommendations provided in the City's Water System Plan and the adopted 2013 Budget adopted by City Council. This contract work was not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Public Works Contract with Kar-Vel Construction in an amount not exceed \$2,136,249.15 for the award of Bid Schedules A, B, C, and D from the Project Contract Documents; and
2. Authorize the Public Works Director to approve additional expenditures up to \$80,000 to cover any Public Works Contract change orders; and
3. Authorize the Mayor to execute a Consultant Services Contract with Terracon Consultants, Inc., in an amount not to exceed \$ 25,600 for materials testing associated with the Project Contract Documents; and
4. Authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any Consultant Services Contract cost increases.

PUBLIC WORKS CONTRACT**2013 ASBESTOS CEMENT WATER MAIN REPLACEMENT PROJECT
CWP-1301**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2013, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Kar-Vel Construction, Inc., organized under the laws of the State of Washington, located and doing business at, PO Box 58275, Renton, WA 98058 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

Furnishing all labor, materials, tools, and equipment necessary for Bid Schedules A, B, C and D to remove where noted, and abandon in place and dispose of existing asbestos cement (AC) water mains and related appurtenances, and complete the installation of approximately 7,900 lineal feet of new 8" ductile iron water main, installation of approximately 2,000 lineal feet of 12" ductile iron and PVC water main, including valves, fittings, hydrants, metered services, and appurtenances; remove existing PRV and vault and install a new PRV, vault, valves, and appurtenances complete; full width pavement overlay and pavement repairs, traffic control; grading; temporary erosion and sediment control measures; landscape and surface restoration and other work, all in accordance with the Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Bid Proposal," the sum of Two Million One Hundred Thirty-Six Thousand Two Hundred Forty-Nine Dollars and 15 Cents (\$ 2,136,249.15) including Washington State sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2012 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special

Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

ATTEST:

Date: _____

City Clerk

APPROVED FOR FORM:

City Attorney



Subject: Second Reading of Ordinance – Interim Regulations on Food Trucks.

Proposed Council Action: Move to adopt Ordinance NO. _____.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel Senior Planner

Handwritten initials 'LS' in a circle

For Agenda of: May 28, 2013

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Handwritten signature] 5/21/13

Approved by City Administrator: _____

Approved as to form by City Atty: Per email 4/29/13

Approved by Finance Director: [Handwritten signature]

Approved by Department Head: [Handwritten signature] 5/21/13

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (\$0, \$0, \$0).

INFORMATION / BACKGROUND

The Planning and Building Committee considered draft regulations on food trucks at their January 7th and March 4th meetings. Those discussions relating to food trucks established the outline of the process and the preferred regulations. The proposed ordinance was based upon the desire to have the 'basic pieces' necessary for implementation during the summer of 2013.

STAFF ANALYSIS

The draft ordinance covers a comprehensive approach to the interim regulations. Adopting findings, interim zoning regulations related to the use, expiration sunset dates, and referral to Planning Commission for a work program. Staff analyzed over 10 separate cities adopted code relating to the use of food trucks to determine the most effective approach relating to the creation of development standards for the interim ordinance. Fire, Police, Public Works and other departments were provided a review of the language prior to submittal for Council consideration.

BOARD OR COMMITTEE RECOMMENDATION

Planning Commission discussed the issue at their March 7th meeting where it was agreed upon that the route of direct consideration through an interim ordinance was an appropriate approach for this year, allowing analysis of the functionality of the issue later in the year.

RECOMMENDATION / MOTION

Move to adopt Ordinance NO. _____.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING INTERIM ZONING REGULATIONS RELATING TO FOOD TRUCKS TO ALLOW THE USE OF FOOD TRUCKS WITHIN THE CITY OF GIG HARBOR AS OUTLINED IN THIS ORDINANCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, food trucks are currently not allowed outside of special use permits and special event permits for public functions; and

WHEREAS, in the past, business owners have expressed a desire to expand dining options by allowing mobile food truck uses within specified zones; and

WHEREAS, the citizens of Gig Harbor have expressed a desire for more dining establishments in the City; and

WHEREAS, the Gig Harbor City Council has determined that the adoption of interim food truck regulations allowing the use on existing developed areas in the city is desired prior to the 2013 summer season, and due to the time needed to adopt permanent regulations, interim zoning regulations are necessary; and

WHEREAS, the interim land use controls may be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Gig Harbor City Council is directing the Gig Harbor Planning Commission to review the impacts resulting from the interim regulations after the 2013 summer season; and

WHEREAS, given the timing of availability of information relating to impacts of the interim regulations and the work load of the Planning Commission, the City Council is directing the Planning Commission to review the interim regulations, to conduct such public hearings as may be necessary or desirable and to provide a recommendation to the City Council as to whether the City should adopt permanent regulations no later than April, 2014; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for this interim ordinance on May 1, 2013; and

WHEREAS, the Gig Harbor City Council considered the ordinance at first reading and public hearing on May 13, 2013; and

WHEREAS, on May 28, 2013, the City Council held a second reading during a regular City Council meeting; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact minimum zoning regulations for food trucks, which is a subset of fast food restaurants that provides an alternative to traditional sit-down restaurants and by its mobile nature can respond to dynamic and spontaneous consumer demand. The operational nature of a mobile food truck warrants permitting procedures and standards tailored to the transient nature of this use.

Section 3. Definitions.

- A. "Food Truck" means a fully operational and legally licensed vehicle or trailer located on private property from which a vendor prepares and serves food for sale to the general public.

Section 4. Interim Zoning Regulations.

- A. Zoning Districts. Food Trucks are allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD-BP, PCD-NB, MUD, ED, and WC.
- B. Applications. In addition to the application requirements for minor site plan review, per chapter 17.96 GHMC, an application for a food truck shall include the following information:
- i. Location of truck on site;
 - ii. Location of common eating area, if any;
 - iii. Signed agreement from property owner(s);
 - iv. Two parking stalls shall be demonstrated to be within 500' of truck location;
 - v. A disposal plan for grease, sanitary sewer, and wastewater; and
 - vi. An agreement or plan for restroom and hand washing needs.

C. Standards and Operational Requirements.

- i. Parking and Vehicular Circulation: A food truck cannot occupy any parking space that is required for a use on the same site and cannot block any designated travel or fire lane(s) within a parking lot.
- ii. No drive through: No food truck may provide or serve as a drive through facility.
- iii. Signs: Business identification and promotional signs and graphics applied to the surfaces of a food truck vehicle are exempt from a sign permit and not regulated in number or total area; all additional signage shall conform to the standards outlined in chapter 17.80 GHMC.
- iv. Refuse: A secured trash container of at least 30 gallon capacity shall be provided for business customer use at the location of the vendor and the vendor shall clean the area surrounding their use and remove the refuse container and its contents at the end of each business day.
- v. State and County requirements: All applicants shall meet state and county standards related to, but not limited to: food preparation, licensing, health and safety standards.

D. Applicability: The regulations set forth in this ordinance do not apply to food trucks approved through special event licenses and special use permits.

Section 5. Amendment to Land Use Matrix. Chapter 17.14.020 of the Gig Harbor Municipal Code shall be amended to include a notation that food trucks may be permitted subject to the interim regulations set forth in this ordinance.

Section 6. Expiration of Site Plan Approval. All minor site plan approvals under the interim regulations of this ordinance shall expire and become null and void upon the happening of any of the following events: (a) upon repeal or termination of the interim regulations by ordinance of the City Council; (b) upon the expiration of this ordinance by its terms or the expiration of any extension of these interim regulations; or (c) upon the date as may be established in an ordinance of the City Council adopting permanent regulations.

Section 7. Duration of Interim Zoning Regulations. The interim regulations adopted by this ordinance shall remain in effect for one year from the effective date of this ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 8. Referral to Planning Commission; Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim regulations and the impacts related to the interim regulations between December 2013 and March 2014,

with at least one public hearing to occur by the end of February 2014. The Planning Commission shall make its final recommendation on whether the regulations, or some modification thereof, should be permanently adopted, to the City Council no later than the last Council Meeting in April, 2014.

Section 9. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 11. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of _____ 2013.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK: 04/30/13
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



**Business of the City Council
City of Gig Harbor, WA**

Subject: West Central Puget Sound Local Integration Organization – Appointment of an Alternate Representative

Dept. Origin: Council

Proposed Council Action: Appoint an Alternate Representative to the WCPSLIO

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: May 28, 2013

Exhibit: Rules of Procedure

	Initial & Date
Concurred by Mayor:	<u>CLM 5/23/13</u>
Approved by City Administrator:	_____
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	_____

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

Councilmember Guernsey was appointed the city's representative on the West Central Puget Sound Local Integration Organization. The city has been asked to appoint a designated alternate chosen from the elected officials.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Appoint a City Councilmember to act as the designated alternate on the WCPSLIO.

WEST CENTRAL PUGET SOUND LOCAL INTEGRATING ORGANIZATION
EXECUTIVE COMMITTEE
RULES OF PROCEDURE
(Version 3-15-13)

Section 1 – Membership, Member Governments and Representation

1.1 – Regular Members, Member Governments

The Executive Committee shall be composed of the following nine regular member governments:

- a) City of Bainbridge Island
- b) City of Bremerton
- c) City of Gig Harbor
- d) Kitsap County
- e) Pierce County
- f) Port Gamble S'Klallam Tribe
- g) City of Port Orchard
- h) City of Poulsbo
- i) Suquamish Tribe

1.2 – Representatives from Member Governments

- a) Each of the nine regular member governments shall appoint one representative and one alternate representative. Each representative and alternate shall be an elected official from their respective government during their tenure on the Executive Committee.
- b) Pierce County, after naming two elected officials as their representative and alternate to the Executive Committee, shall be afforded the option of designating a staff member to serve as a surrogate for both the representative and alternate positions.

1.3 – Appointment, Removal and Vacancies of Regular Representatives and Alternates

Each government, listed in §1.1, shall be solely responsible for appointing, removing and, in the case of vacancies, replacing its representative and alternate on the Executive Committee.

1.3 – Ex-Officio Member

The Puget Sound Partnership Ecosystem Coordination Board (ECB) shall have an ex-officio representative and alternate representative on the Executive Committee. If the ECB representative, and/or alternate, is a member of the Executive Committee as a representative of one of the nine regular government members, they shall retain all

privileges and duties of a regular government member representative, described in these Rules of Procedure, including the right to represent their government and cast votes.

1.4 – Compensation and Reimbursement of all Representatives and Alternates

Representatives and alternates shall not receive compensation or reimbursement for their time or expenses for attending Executive Committee or other organizational meetings, or for work or travel on the organization's behalf, unless the Executive Committee explicitly authorizes such expenses using the decision making process delineated in §5.

Section 2 – Duties and Responsibilities

2.1 – Updating the Puget Sound Partnership Action Agenda

The Executive Committee shall review, discuss and approve regular updates to the West Central Puget Sound profile of the Action Agenda, including the setting of priorities for action. It shall rely on proposals by the Local Integrating Organization (LIO) Working Group in making its decisions on items to be included in the Action Agenda.

2.2 – LIO Work Plan Approval

The Executive Committee shall approve the overall work plan of the LIO, its Executive Committee, its working groups, the LIO Coordinator/Coordination Team, and any other working groups, taskforces, or subcommittees, as they relate to the LIO's organization or duties.

2.3 – Fiduciary Agency for LIO Related Contracts

One of the member governments of the Executive Committee shall voluntarily serve as the fiduciary agent for the LIO's coordination grant contracts. As that contract, or other related contracts, are available for renewal, the government or governments that desire to undertake that fiduciary agent responsibility shall request it from, and have that duty approved by, the Executive Committee. That approval shall be made using the decision making process delineated in §5.

2.4 – Fiduciary Agent oversight of the LIO Coordinator/Coordination Team

The LIO Coordinator/Coordination Team shall report to the fiduciary agent for all contract related issues, contract work planning, and contract reporting.

2.5 – Executive Committee oversight of the LIO Coordinator/Coordination Team

The LIO Coordinator/Coordination Team shall report to the Executive Committee for all LIO work planning and for performance evaluation related to work plan implementation.

2.6 – LIO Coordinator/Coordination Team Duties

The LIO Coordinator/Coordination Team's duties shall include:

- a) Preparing and implementing an annual work plan, as directed by the Executive Committee.
- b) Scheduling Executive Committee, subcommittee, working group, and other related meetings.
- c) Developing Executive Committee, subcommittee, working group, and other related agendas.
- d) Preparing issues for discussion and decision making by the Executive Committee.
- e) Being the point-of-contact and communication conduit between the Executive Committee and the Puget Sound Partnership, its Leadership Council, and staff.
- f) Providing facilitation, note taking, and meeting summaries for Executive Committee and other meetings where the LIO is serving as the convener.
- g) Providing support to the Chair and Vice Chair, as well as all other Executive Committee members, in relation to Executive Committee participation.
- h) Identifying pertinent or emerging issues for the LIO and communicating them to the Executive Committee.
- i) Being a neutral facilitator within the Executive Committee, not favoring one government member over another.
- j) Undertaking other duties and responsibilities as assigned and approved by the Executive Committee.

2.7 – Ecosystem Coordination Board Representative and Alternate

- a) Per the requirements in RCW 90.71.250(2)(a), the Ecosystem Coordination Board (ECB) representative from each Action Area is appointed by the Puget Sound Partnership's Leadership Council. That section also requires the Leadership Council to solicit nominations from local governments and stakeholders.
- b) The Leadership Council has recognized the West Central Puget Sound Local Integrating Organization as the LIO for the West Central Action Area. The Executive Committee is the ultimate policy and decision-making body for the West Central LIO. It has representation from, or formal linkages to, all the stakeholders cited in that section, to be solicited for ECB representative (and alternate representative) nominations. As such, the Executive Committee shall nominate the ECB representative, and alternate, in the future as their terms expire, using the decision making process delineated in §5.

Section 3 – Officers, Duties and Terms

3.1 – Officers

The Officers of the Executive Committee shall consist of a Chair and a Vice Chair.

3.2 – Selection of Officers

These officers shall be nominated and selected from amongst the regular member representatives, using the decision making process delineated in §5. Those officers shall be selected at the last meeting of the year for the residual of that year and for the following year, until new officers are selected. Both officers shall serve concurrent one-year terms, ending at the conclusion of the last meeting of each year.

3.3 – Vacancies in Offices

A vacancy in either office shall be filled by the Executive Committee from amongst its own regular members for the unexpired portion of the term of that office.

3.4 – Duties of the Chair

The Chair shall exercise general oversight of the affairs of the LIO, in consultation with the other members of the Executive Committee. The Chair shall approve the dates, times and locations of all regular Executive Committee meetings. The Chair shall approve regular Executive Committee meeting agendas. The Chair shall call Executive Committee meetings to order, preside over them, and adjourn them when business is deemed finished. The Chair may cancel or reschedule regular Executive Committee meetings. If deemed appropriate by the Executive Committee, the Chair shall sign official correspondence on behalf of the Executive Committee and the LIO. The Chair shall also perform such other duties as the Executive Committee may prescribe.

3.5 – Duties of the Vice Chair

The Vice Chair shall perform all duties incumbent upon the Chair, during the absence or disability of the Chair, with all the powers of, and subject to the all restrictions upon, the Chair. The Vice Chair shall also perform such other duties as the Executive Committee may prescribe.

Section 4 – Meetings

4.1 – Open Public Meetings

The Executive Committee shall hold its meetings in accordance with the Open Public Meetings Act, RCW 42.30. An opportunity for public comment shall be made at each Executive Committee meeting, excluding executive sessions.

4.2 - Quorum for Meetings

A quorum shall be required for all Executive Committee meetings. That quorum shall consist of one representative, or alternate, from at least five of the nine member governments, which constitutes a simple majority.

4.3 – Regular Meetings

The Executive Committee shall determine the number, location, and dates of its meetings, and announce them in advance, in accordance with RCW 42.30.

4.4 – Special Meetings

Special meetings of the Executive Committee may be called at any time, at the request of the Executive Committee Chair, Vice Chair, or by the majority of Executive Committee regular members. A notice of such meeting shall be given to all Executive Committee members, and be made available to the public, at least 24 hours prior to the meeting. That notice shall specify the time and place of the meeting, and the business to be conducted (RCW 42.30.080).

4.5 – Executive Sessions

The Executive Committee may hold executive sessions, from which the public may be excluded, for the purposes set forth in, and in compliance with, RCW 42.30.110.

4.6 – Attendance by Video/Voice Conferencing

A meeting of the Executive Committee may be held by representatives or alternates meeting in person, conferencing through voice or video/voice methods that enable all persons participating in the meeting to hear each other at the same time, or a combination of the two. Participation by voice or video/voice shall constitute an Executive Committee member's presence in person at such a meeting for all meeting purposes.

4.7 – Parliamentary Procedure

The Executive Committee shall use commonly accepted parliamentary procedures for all of its Executive Committee meetings.

4.8 – Establishing Subcommittees and Other Groups

The Executive Committee may establish such subcommittees, teams, working groups, or other bodies, as it deems necessary, to further the purposes of the LIO. Committees so established may be chaired by an Executive Committee member, staff member, or other person, as desired. The membership on those committees may include citizens, elected officials, agency representatives, or others, with relevant expertise or interest in the issue being addressed by the committee.

Section 5 – Decision-Making

5.1 – Decision Making

The Executive Committee shall make its decisions at regular or special meetings. Those decisions may take the form of regular members passing motions to be recorded in meeting minutes; adopting resolutions; approving reports or documents; or approving other actions.

- a) All decisions shall be sought through consensus. Consensus, as used in this context, shall be understood as the range of support from endorsing the decision, endorsing the decision with a minor point of contention, agreeing with reservations, abstaining, or standing aside, to formal disagreement but allowing the majority to make a decision. Blocking or vetoing a decision by one or more members means that consensus is not achieved.
- b) If consensus cannot be reached, a vote shall be taken. Each regular member government on the Executive Committee shall have one vote. That vote shall be cast by that government's representative or alternate if the primary representative is not present. A decision shall be considered approved if it receives an affirmative vote from one representative, or alternate, from at least five of the nine member governments, which constitutes a simple majority. The opinions of the minority shall also be recorded in the meeting's minutes along with the decision.
- c) The Pierce County representative's designee shall have the power to vote, if that designee has the power to bind Pierce County on the particular decision in question. The designee may also bring a vote via a letter, or other official instrument, from the elected official representative or alternate.
- d) Regular representatives, or alternates, who are present at Executive Committee meetings at which decisions are made, shall be presumed to have assented to those decisions, unless they vote against them.
- e) Ex-officio members of the Executive Committee shall not have the power to vote.

5.2 – Public Involvement

The Executive Committee shall provide the opportunity for public comment during its meetings.

5.3 – Public Communications

After taking action, the Executive Committee shall inform the general public, public agencies, and affected groups of its decisions.

Section 6 - Amendments to these Rules of Procedure

6.1 – Amendments by the Executive Committee

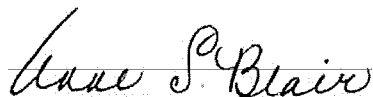
These rules of procedure may be altered, amended, or repealed by the Executive Committee, except for the components prescribed by statute or ordinance. Amendments shall be proposed, and may be adopted, at any Executive Committee meeting. Amendments shall be made using the decision making process delineated in §5.

6.2 – Amendments by Other Bodies

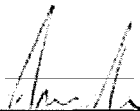
These rules of procedure may be altered, amended, or repealed by changes to applicable statutes, ordinances or rules. In the event of such a conflict between these Rules of Procedure, or any amendments, and applicable statutes or ordinances, those statutes or ordinances shall prevail.

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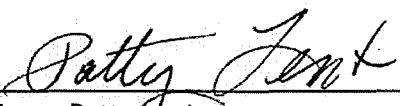
Approved and Adopted on March 15, 2013 by the Executive Committee of the West  
Central Puget Sound Local Integrating Organization:



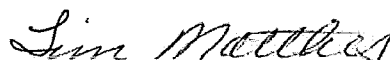
Council Member Anne Blair  
City of Bainbridge Island



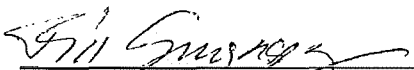
Chair Jeremy Sullivan  
Port Gamble S'Klallam Tribe



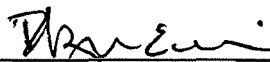
Mayor Patty Lent  
City of Bremerton



Mayor Tim Matthes  
City of Port Orchard



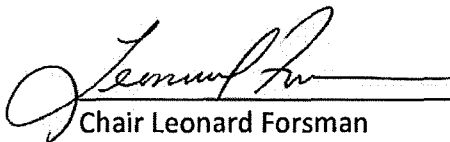
Council Member Jill Guernsey  
City of Gig Harbor



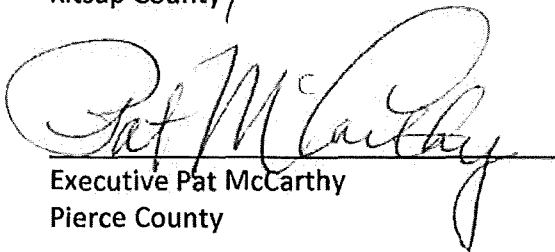
Mayor Becky Erickson  
City of Poulsbo



Commissioner Rob Gelder  
Kitsap County



Chair Leonard Forsman  
Suquamish Tribe



Executive Pat McCarthy  
Pierce County




PUBLIC WORKS DEPARTMENT

**MEMORANDUM**

DATE: May 23, 2013

TO: Mayor Hunter and Gig Harbor City Council Members

CC: Jennifer Kester, Peter Katich, Steve Misiurak

FROM: Jeff Langhelm 

SUBJECT: Right-of-Way Proposal along North Harborview Drive

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In 2012, as a part of the Donkey Creek Project construction easement acquisition process, the City reviewed a property line issue with the previous owner of Parcel No. 4102000013 (Remy property). At the center of the matter was the location of the existing sidewalk for North Harborview Drive, which appears to be located beyond the City's right of way on private property. See the attached Exhibit A. The City obtained the necessary temporary construction easements for the Project but has not resolved the property line issue.

In March the City was formally presented with a proposal by the current property owner, Wade Perrow, to resolve the right of way issues in a way that would benefit both the City and Mr. Perrow. This proposal was presented to the City Council by Mr. Perrow at the May 13, 2013 Council Meeting and in a follow up email on May 14.

Public Works Staff has reviewed the proposal and has the follow two comments:

1. The right of way location in the survey prepared by AHBL for Mr. Perrow in December 2012 is not in agreement with a right of way technical memorandum prepared for the City by Parametrix in February 2013.
2. The City's currently planned future transportation needs do not require the amount of right of way initially proposed by Mr. Perrow.

According to Staff research and the technical memorandum from Parametrix, the disagreement between the surveys is based on a disputed center line of the North Harborview Drive right of way. The City (Parametrix) has relied on a 1948 Town of Gig Harbor Field Survey that identifies the 60 ft. right of way equally centered along the centerline (30 ft. either side) and in direct alignment with two City survey monuments (#27 and #28). See attached Exhibit B. However,

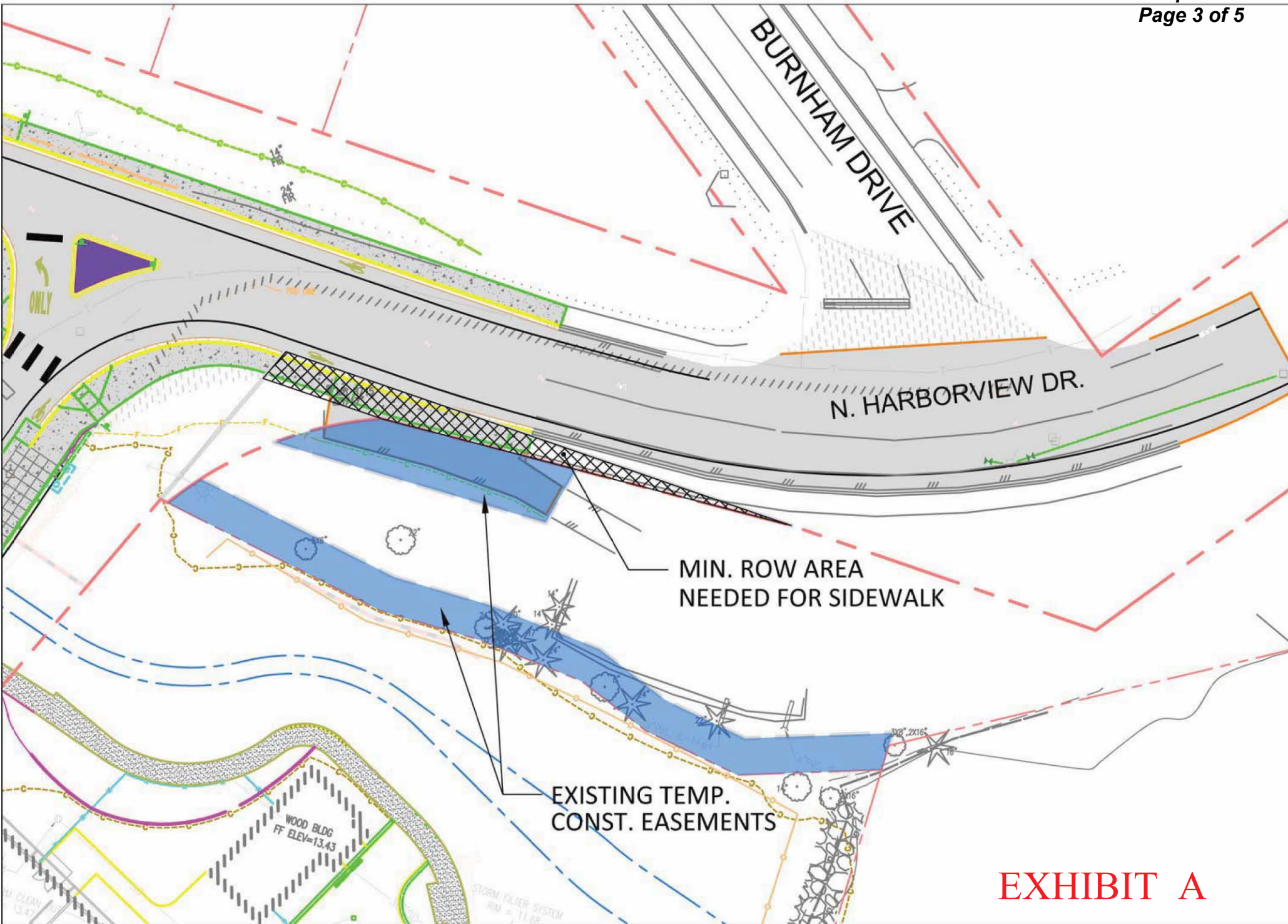


Mayor Hunter and Gig Harbor City Council Members  
May 23, 2013  
Page 2 of 2

Mr. Perrow (AHBL) has relied on a 1949 easement that describes the 60 ft. right of way to be unequally distributed along the centerline (40 ft. to the west and 20 ft. to the east). See attached Exhibit C.

While this discrepancy causes uncertainty as to the location of the eastern edge of right of way along Mr. Perrow's property, Staff, along with multiple other surveyors including AHBLs recorded survey for the History Museum in 2005, have agreed with the 1948 Field Survey and dismissed the inconsistency with the 1949 easement.

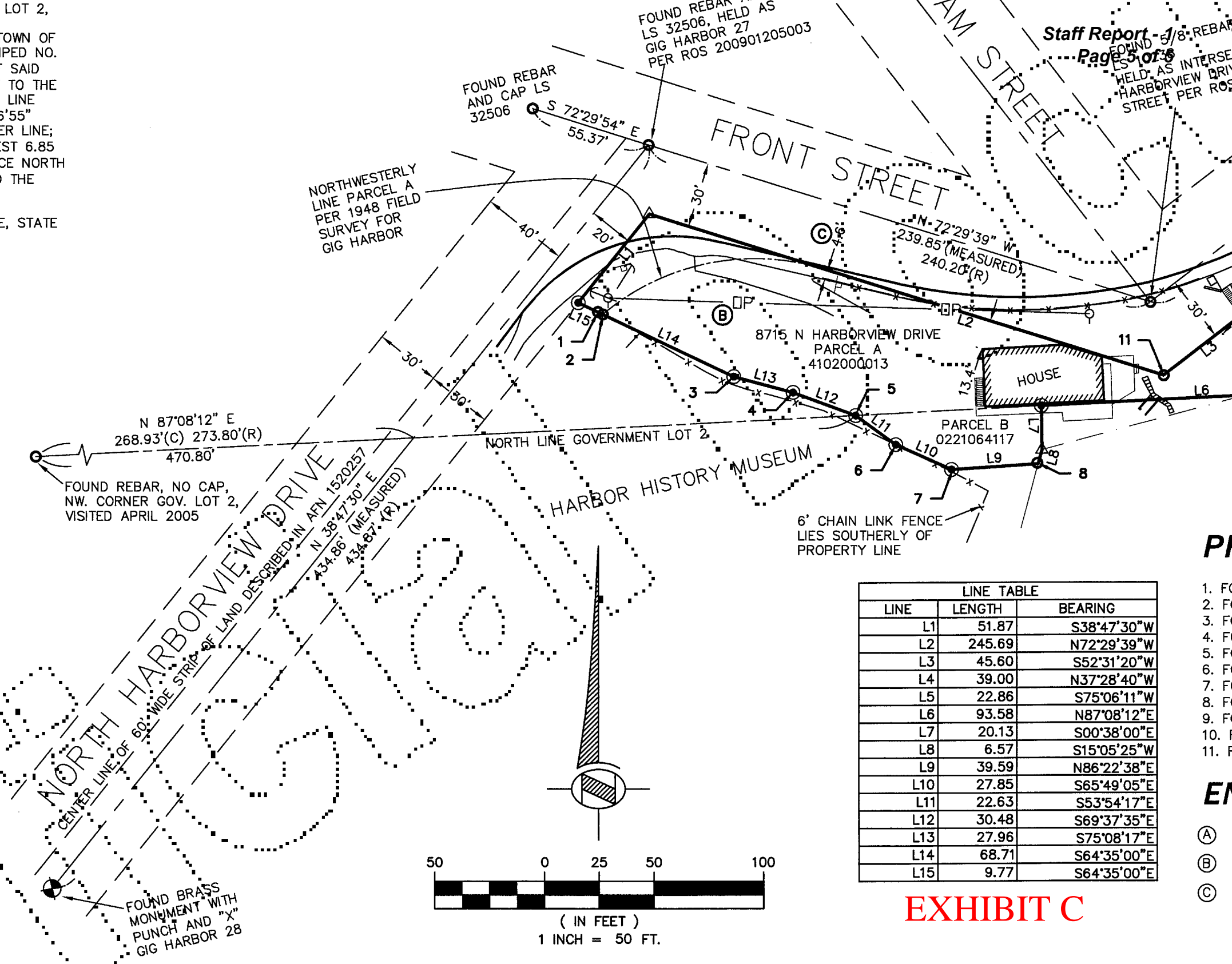
At this time, Staff recommends the City request sufficient right of way from Mr. Perrow to clarify the ownership of the existing sidewalk and possible future sidewalk improvements. In return Staff believes there is an opportunity to vacate a corresponding portion of right of way at the intersection of North Harborview Drive and Burnham Drive as a possible equitable trade. Staff recommends moving forward with the discussion with the property owner to find a line whereby exchanging land would be fair and equitable. However, the unresolved dispute of surveys will need to be settled if the City intends prior to resolving the property line issue.



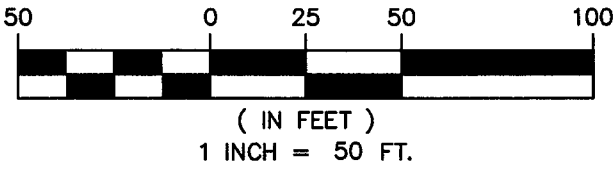
**EXHIBIT A**



LOT 2,  
 TOWN OF  
 PIPED NO.  
 SAID  
 TO THE  
 LINE  
 3'55"  
 ER LINE;  
 ST 6.85  
 CE NORTH  
 THE  
 E, STATE



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 51.87  | S38°47'30"W |
| L2         | 245.69 | N72°29'39"W |
| L3         | 45.60  | S52°31'20"W |
| L4         | 39.00  | N37°28'40"W |
| L5         | 22.86  | S75°06'11"W |
| L6         | 93.58  | N87°08'12"E |
| L7         | 20.13  | S00°38'00"E |
| L8         | 6.57   | S15°05'25"W |
| L9         | 39.59  | N86°22'38"E |
| L10        | 27.85  | S65°49'05"E |
| L11        | 22.63  | S53°54'17"E |
| L12        | 30.48  | S69°37'35"E |
| L13        | 27.96  | S75°08'17"E |
| L14        | 68.71  | S64°35'00"E |
| L15        | 9.77   | S64°35'00"E |



**EXHIBIT C**

PI  
 EM  
 1. FO  
 2. FO  
 3. FO  
 4. FO  
 5. FO  
 6. FO  
 7. FO  
 8. FO  
 9. FO  
 10. FO  
 11. FO  
 (A)  
 (B)  
 (C)